

**ROADS AND TRANSPORT DEPARTMENT
TRANSPORTATION PLANNING DIVISION**



TENDER REFERENCE: RTD03-2021/22

**TENDER FOR PROFESSIONAL ENGINEERING SERVICES TO ASSIST WITH
WATERCOURSE AND FLOOD MANAGEMENT IN TSHWANE –
3 YEAR PERIOD, AS AND WHEN REQUIRED**

VOLUME 1

ISSUED BY:	PREPARED BY:
The Group Head <u>Roads and Transport Department</u> PO Box 1409 PRETORIA 0001 Tel: 012 358 1064	The Divisional Head <u>Transportation Planning Division</u> PO Box 1409 PRETORIA 0001 Tel: 012 358 6278

Registered Name of Tenderer:	
Trading Name of Tenderer:	
Registration No. of Entity:	
Contact Person:	CoT Vendor No:
Tel. No:	E-Mail Address:
Cell No:	Fax No:

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PORTION 1: TENDER

PART T1: TENDER PROCEDURES

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

RTD03-2021/22
CITY OF TSHWANE

ROADS & TRANSPORT DEPARTMENT

TENDER FOR THE APPOINTMENT OF A PROFESSIONAL ENGINEERING CONSULTING FIRM TO ASSIST WITH WATERCOURSE AND FLOOD MANAGEMENT IN TSHWANE – 3 YEAR PERIOD AS AND WHEN REQUIRED

Tenders are hereby invited for the above services.

Tenders will be evaluated on the basis of awarding points for price, equity ownership by historically disadvantaged persons in the enterprise and quality of the tenderer.

The tender documents will be obtainable from www.tshwane.gov.za from 27 October 2021. Tender submission closing date is on the 30 November 2021 at 10:00 Procurement Advice Centre, C de Wet Centre, , 175 E'skia Mphahlele Drive (DF Malan Drive), Pretoria West.

ENQUIRIES: Representative: Mr. Chris A. Etsebeth Pr.Eng
 Telephone: 012 358 4993
 E-mail: ChrisEt@tshwane.gov.za

A **COMPULSORY CLARIFICATION MEETING** with a representative of the Employer will take place in Room I-52, Centurion Municipal Offices Basden Street Cnr Rabie Street, Die Hoewes Centurion on 08 November 2021 at 10:00.

The closing time for receipt of bids is 30 November **2021 at 10:00**.

ENQUIRIES: Representative: Mr. Gawie van Vuuren Pr.Tech (Eng)
 Telephone: 012 358 7788
 E-mail: GawieVV@tshwane.gov.za

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

The lowest or any bid will not necessarily be accepted, and the Municipality reserves the right to accept a bid as a whole or in part

Bids must remain valid for a period of 90 days after the closing date.

Ms Mmaseabata Mutlaneng
ACTING CITY MANAGER

NOTICE 7 OF 2021
27 October 2021

PART T1: TENDER PROCEDURES

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in **Annexure C of Standard for Uniformity in Engineering and Construction Works Contracts (Board Notice 423 Government Gazette No 42622 of 8 August 2019)**, bound into Section T1.2

The Standard Conditions of Tender makes several references to the Tender Data. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender to which it mainly applies.

CLAUSE NUMBER		TENDER DATA
C.1.1	Actions	The Employer is City of Tshwane Metropolitan Municipality
C.1.2	Tender Documents	<p>Volume 1: <u>Tender Document</u></p> <p>THE TENDER</p> <p>Part T1: Tendering Procedures</p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p>T1.3 - Standard Conditions of Tender</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and contract data</p> <p>C1.1 – Form of offer and acceptance</p> <p>C1.2 – Contract data</p> <p>Part C2: Pricing Data</p> <p>C2.1 – Pricing instruction</p> <p>C2.2 – Pricing schedule</p> <p>C2.3 – Summary of pricing schedule</p> <p>Part C3: Scope of work</p>
C.1.3	Interpretation	<u>Add</u> the following new clause:
C.1.3.4		<i>The tender documents have been drafted in English. The contract arising from the invitation to tender shall be interpreted and construed in English</i>
C.1.4	Communication and Employer's Agent	<p>Agent: G Jansen van Vuuren</p> <p>Address: PO Box 1409 Pretoria 0001 Room B204 Capitol Towers North 225 Madiba Street Pretoria</p> <p>Tel: 012 358 7788</p> <p>Cellular: 083 258 4350</p> <p>E-Mail: gawievv@tshwane.gov.za</p>
C.2.1	Eligibility	Only those tenderers who meet the minimum criteria as set out in the <u>Technical and Functional Evaluation criteria in Part T2</u> , can be considered for evaluation.
C.2.2	Cost of Tendering	The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.

PART T1: TENDER PROCEDURES

CLAUSE NUMBER	TENDER DATA
C.2.5 Reference Documents	<p>Add the following:</p> <p>Unless specified otherwise in this document, the following standards and conditions of contract will be applicable under this Contract:</p> <ul style="list-style-type: none"> The document <i>“Standard Specifications for Municipal Civil Engineering Works”, Third Edition, 2005</i> issued by the Divisional Head: Roads and Stormwater of the City of Tshwane. <p>This document is obtainable free of charge on the website www.tshwane.gov.za.</p> <ul style="list-style-type: none"> The latest print version as current at 30 days before close of tenders of the document <i>“NEC3: Professional Services Contracts, April 2013”</i> including corrections thereto as current at 30 days before close of tenders. <p>The document may be purchased in hard copy from the <i>South African Institution of Civil Engineering</i> or may be purchased online as an electronic reference document in PDF format by following the relevant links on www.saice.org.za. The corrections may be downloaded from the SAICE website www.saice.org.za.</p>
C.2.7 Clarification meeting	<p>The arrangements for a compulsory clarification meeting are as stated in the tender notice and invitation to tender</p> <p>Confirmation of attendance will be recorded on site in the attendance register to be signed by all tenderers. Addenda will be issued to and tenders received from those tendering entities appearing on the attendance register.</p> <p>Tender documents will be made available at the clarification meeting.</p>
C.2.8 Seek clarification	<p>Replace the clause with the following:</p> <p><i>Request clarification of the tender documents, if necessary, by notifying the employer at least 2 (two) working days before the closing time stated in the tender data.</i></p>
C.2.12 Alternative offers	<p>Alternative tender offers will not be considered.</p>
C.2.13 Submitting a tender offer	<ul style="list-style-type: none"> The tender offer shall be completed in non-erasable black ink Any entry made by the tenderer in the document which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in non-erasable black ink and the full signature of the tenderer shall be placed next to the correction.
C.2.13.2	<p>Replace the contents of the clause with the following:</p> <p><i>Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.</i></p> <p><i>All volumes are to be left intact in original format and no pages shall be removed or re-arranged</i></p>
C.2.13.3	<p>Parts of each tender offer communicated on paper shall be submitted as an original, plus a scanned copy in PDF format on a compact disc.</p>

PART T1: TENDER PROCEDURES

CLAUSE NUMBER	TENDER DATA
	In addition to the hard copy submission, each tenderer is required to submit a scanned copy of the <u>fully completed and signed</u> tender submission document. This is to be on a Compact Disc (CD or DVD) attached to the original tender submission documents, adequately identifiable as belonging to the tenderer, be in PDF format scanned at 400 DPI, and be in full colour.
C.2.13.4	<p><u>Add</u> the following to the clause</p> <p><i>Only authorised signatories may sign the original and all copies of the tender offer where required.</i></p> <p><i>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</i></p> <p><i>In the case of a COMPANY submitting a tender, include a copy of a <u>resolution by its board of directors</u> authorising a director or other official of the company to sign the documents on behalf of the company.</i></p> <p><i>In the case of a CLOSE CORPORATION submitting a tender, include a copy of a <u>resolution by its members</u> authorising a member or other official of the corporation to sign the documents on each member's behalf.</i></p> <p><i>In the case of a PARTNERSHIP submitting a tender, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case <u>proof of such authorisation</u> shall be included in the Tender.</i></p> <p><i>In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include a <u>resolution of each company</u> of the joint venture together with a <u>resolution by its members</u> authorising a member of the joint venture to sign the documents on behalf of the joint venture.</i></p> <p><u>Accept that failure to submit proof of authorisation to sign the tender shall result in the tender offer being regarded as non-responsive.</u></p>
C.2.13.5	<p>The identification details are:</p> <p>Tender Reference: RTD03-2021/22</p> <p>Tender Description: Tender for the appointment of a professional engineering consulting firm to assist with watercourse and flood management in Tshwane – 3-year period as and when required.</p>
C.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed offers will <u>not</u> be accepted
C.2.13.10	<p><u>Add</u> the following sub- clause C.2.13.10:</p> <p><i>Accept that all conditions, which are printed or written upon any stationery used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</i></p>
C.2.14	<p>Information and data to be</p> <p><u>Add</u> the following to the clause:</p>

PART T1: TENDER PROCEDURES

CLAUSE NUMBER	TENDER DATA
completed in all respects	<p><i>The Tenderer is required to enter information in the following sections of the document:</i></p> <p><i>Section T2.2 : Returnable Schedules</i> <i>Section C1.1 : Form of Offer and Acceptance</i> <i>Section C1.2 : Contract Data (Part 2)</i> <i>Section C2.2 : Pricing Schedule</i></p> <p><i>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</i></p> <p><i>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</i></p> <p><i>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</i></p> <p><i>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in Part T2 – Returnable Documents within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive.</i></p> <p><i>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer’s past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in Part T2 – Returnable Documents.</i></p>
C.2.15 Closing time	<p>The closing date and time is:</p> <p>Closing Time: 10:00 Closing Date: 30 November 2021</p> <p>Each tender shall be enclosed in a sealed envelope, bearing the correct identification details (Clause C.2.13.5) and shall be placed in the tender box located at:</p> <p>PROCUREMENT ADVICE CENTRE (TENDER BOX AT THE ENTRANCE OF C DE WET CENTRE) C DE WET CENTRE 175 ES’KIA MPHAHLELE DRIVE PRETORIA WEST</p> <p>This address is 24 hours available for delivery of tender offers.</p> <p>Please ensure that all required compliance documents are included upon submission as no additional documents will be requested from bidders after closing.</p>
C.2.16 Tender offer validity	<p>The tender offer validity period is 90 days.</p> <p>Add the following new clause</p>

PART T1: TENDER PROCEDURES

CLAUSE NUMBER	TENDER DATA
C.2.16.5	<i>If the tender validity period expires on a Saturday, Sunday or public holiday, the tender offer shall remain valid and open for acceptance until closure of business on the following working day.</i>
C.2.18 Provide other material	The tenderer shall, when requested by the employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.19 Inspections, tests and analysis	Add the following at the end of the clause: <i>.... or upon written request.</i>
C.2.20 Submit securities, bonds, policies, etc.	The tenderer is required to submit with his tender proof of his Professional Indemnity Insurance.
C.2.23 Certificates	Refer to part T2 of this procurement document for a list of the documents that are to be returned with the tender.
C.2.24 <i>Canvassing and obtaining of additional information by tenderers</i>	Add the following new clause <i>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</i> <i>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</i>
C.2.25 <i>Prohibitions on awards to persons in service of the state</i>	Add the following new clause <i>The Employer is prohibited to award a tender to a person -</i> a) <i>who is in the service of the state; or</i> b) <i>if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</i> c) <i>a person who is an advisor or consultant contracted with the municipality or municipal entity.</i> <i>In the service of the state means to be -</i> a) <i>a member of:-</i> • <i>any municipal council;</i> • <i>any provincial legislature; or</i> • <i>the National Assembly or the National Council of Provinces;</i> b) <i>a member of the board of directors of any municipal entity;</i> c) <i>an official of any municipality or municipal entity;</i> d) <i>an employee of any national or provincial department;</i> e) <i>provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</i> f) <i>a member of the accounting authority of any national or provincial public entity; or</i> g) <i>an employee of Parliament or a provincial legislature.</i> In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.

PART T1: TENDER PROCEDURES

CLAUSE NUMBER	TENDER DATA
<p>C.2.26 Awards to close family members of persons in the service of the state</p>	<p>Add the following new clause</p> <p><i>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause F2.25), or has been in the service of the state in the previous twelve months, including -</i></p> <ul style="list-style-type: none"> <i>a) the name of that person;</i> <i>b) the capacity in which that person is in the service of the state; and</i> <i>c) the amount of the award.</i> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
<p>C.2.27 Vendor registration</p>	<p>Add the following new clause</p> <p><i>The contractor will be required registering as a supplier/ service provider on the City of Tshwane's vendor register before any payment can be done.</i></p> <p><i>If the tenderer is already registered as a vendor, it is required to record the vendor number in space provided on the cover page of this Tender document.</i></p> <p><i>Vendor registration documents are available from the Procurement Advice Centre or can be downloaded from http://www.tshwane.gov.za/procurement.cfm</i></p> <p><i>All parties of a joint venture or consortium submitting a tender shall comply with the requirements of this clause.</i></p>
<p>C.2.28 Tax</p>	<p>Add the following new clause</p> <p>National Treasury SCM Instruction no. 7 of 2017/18 clause 4 application during SCM Processes state that:</p> <p><i>The designated official(s) must verify the tenderer's tax compliance status prior to the finalisation of the award of the tender or price quotation.</i></p> <p><i>Where the recommended tenderer is not tax compliant, the tenderer should be notified of their non- compliant status and the tenderer must be requested to submit to the municipality or municipal entity, within 7 working days, written proof from South African Revenue Services of their tax compliance status or proof from SARS that they have made an arrangement to meet their outstanding tax obligations. The proof of tax compliance status submitted by the tenderer to the municipality or municipal entity must be verified via the Central Supplier Database or eFiling</i></p> <p><i>Accept that the tenderer will be rejected if such tenderer fails to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18</i></p>

PART T1: TENDER PROCEDURES

CLAUSE NUMBER	TENDER DATA
C.3.1 Respond to requests from the tenderer C.3.1.1	The employer will respond to requests for clarification up to 2 (two) working days before the tender closing time.
C.3.4 Opening of tender submissions	Tenders will be opened immediately after the closing time for tenders
C.3.11 Evaluation of tender offers C.3.11.1 General	Method 1 will be used to evaluate all responsive tender offers in terms of new Clause C.3.11.2 of the Standard Conditions of Tender
C.3.11.2 <i>Method 1: Financial offer and preference</i>	<p>Add the following new clause:</p> <p><i>The procedure for the evaluation of responsive tender is Method 1.</i></p> <p><i>The financial offer will be scored using Formula 2 (Option 1) in Table C.1 where the value of W1 is:</i></p> <ol style="list-style-type: none"> 1. 90 where the financial value of all responsive tender received have a value in excess of R50 million (all applicable taxes included). 2. 80 where the financial value of all responsive tender has a value that equals or less than R50 million (all applicable taxes included). <p><i>Up to 100 minus W1 tender evaluated points will be awarded to tenderers who completed the preferencing schedule and who are found to be eligible for the preference claimed.</i></p>
C.3.11.3 <i>80/20 Preference Point System</i>	<p>Add the following new clause:</p> <p><i>The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:</i></p> <p><i>(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R50 000 000 (all applicable taxes included):</i></p> $(i) \quad P_s = 80 \times \left[1 - \left(\frac{P_t - P_{min}}{P_{min}} \right) \right]$ <p><i>Where</i></p> <p>P_s = Points scored for comparative price of tender or offer under consideration;</p> <p>P_t = Comparative price of tender of offer under consideration; and</p> <p>P_{min} = Comparative price of lowest acceptable tender or offer.</p> <p><i>(ii) An Employer of state may apply the formula in paragraph (i) for price quotations with a value less than R 30 000, if and when appropriate.</i></p>

PART T1: TENDER PROCEDURES

CLAUSE NUMBER	TENDER DATA																				
	<p>(b) Subject to subparagraph (c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:</p> <table border="1"> <thead> <tr> <th>B-BBEE Status Level of Contributor</th><th>Number of Points</th></tr> </thead> <tbody> <tr><td>1</td><td>20</td></tr> <tr><td>2</td><td>18</td></tr> <tr><td>3</td><td>14</td></tr> <tr><td>4</td><td>12</td></tr> <tr><td>5</td><td>8</td></tr> <tr><td>6</td><td>6</td></tr> <tr><td>7</td><td>4</td></tr> <tr><td>8</td><td>2</td></tr> <tr><td>Non-compliant Contributor</td><td>0</td></tr> </tbody> </table> <p>(c) A maximum of 20 points may be allocated in accordance with subparagraph (b)</p> <p>(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (b) must be added to the points scored for price a calculated in accordance with subparagraph (a).</p> <p>(e) The contract must be awarded to the tender who scores the highest total number of points.</p>	B-BBEE Status Level of Contributor	Number of Points	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-compliant Contributor	0
B-BBEE Status Level of Contributor	Number of Points																				
1	20																				
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6	6																				
7	4																				
8	2																				
Non-compliant Contributor	0																				
C.3.11.4 90/10 Preference Point System	<p>Add the following new clause:</p> <p>The 90/10 preference point system for acquisition of services, works or goods above a Rand value of R50 million:</p> <p>(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value above R50 000 000 (all applicable taxes included):</p> <p>(i) $P_s = 90 \times \left[1 - \left(\frac{P_t - P_{min}}{P_{min}} \right) \right]$</p> <p>Where</p> <p>$P_s$ = Points scored for comparative price of tender or offer under consideration;</p> <p>P_t = Comparative price of tender of offer under consideration; and</p> <p>P_{min} = Comparative price of lowest acceptable tender or offer.</p> <p>(ii) An Employer of state may apply the formula in paragraph (i) for price quotations with a value less than R 30 000, if and when appropriate.</p>																				

PART T1: TENDER PROCEDURES

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B-BBEE Status Level of Contributor	Number of Points																				
1	10																				
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5	4																				
6	3																				
7	2																				
8	1																				
Non-compliant Contributor	0																				
C.3.11.5 Scoring financial offers	<p>Add the following New Clause:</p> <p>Score the financial offers of remaining responsive tender offers using the following formula:</p> $N_{FO} = W_1 \times A$ <p>Where N_{FO} is the number of tender evaluation points awarded for the financial offer.</p> <p>W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data.</p> <p>A is a number calculated using the formula and option described in Table F.1 as stated in the tender data.</p>																				

PART T1: TENDER PROCEDURES

CLAUSE NUMBER	TENDER DATA																
	<p>Table C.1: Formulae for calculating the value of A</p> <table><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1^a</th><th>Option 2^a</th></tr><tr><td>1</td><td>Highest price or discount</td><td>$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$</td><td>$A = P / P_m$</td></tr><tr><td>2</td><td>Lowest price or percentage commission / fee</td><td>$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$</td><td>$A = P_m / P$</td></tr><tr><td>a</td><td colspan="3">P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.</td></tr></table>	Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a	1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$	2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$	a	P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.		
Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a														
1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$														
2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$														
a	P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.																
C.3.13 Acceptance of Tender Offer	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none">(a) the tenderer complies with the eligibility criteria stated in clause C.2.1(b) the tenderer is able to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18;(c) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;(d) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;(e) the tenderer has not:<ul style="list-style-type: none">i) abused the Employer’s Supply Chain Management System; orii) failed to perform on any previous contract and has been given a written notice to this effect.(f) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;(g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;-																
C.3.17 Copies of Contract	<p><u>One</u> signed copy of contract shall be provided by the Employer to the successful Tenderer.</p>																

T1.3 STANDARD CONDITIONS OF TENDER

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PART T1: TENDER PROCEDURES

C.1 General

C.1.1 Actions

C.1.1.1 The Employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The Employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the Employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

C.1.1.3 The Employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the Employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
- ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process;

- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and Employer's agent

Each communication between the Employer and a tenderer shall be to or from the Employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the Employer's agent are stated in the tender data.

C.1.5 Cancellation and re-invitation of tenders

C.1.5.1 An organ of state may, prior to the award of the tender, cancel the tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure;
- (c) no acceptable tenders are received; or
- (d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel the tender must be published in the same manner in which the original tender invitation was advertised.

C.1.5.3 An Employer may only with the prior approval of the relevant treasury cancel a tender invitation for a second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the Employer shall announce only the names of the tenderers who make a submission. The requirements of C.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the Employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the Employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The Employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The Employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The Employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with Employer.

C.2.1.2 Notify the Employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the Employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the Employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the Employer shall be limited to the actual cost incurred by the Employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the Employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the Employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the Employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the Employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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C.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the Employer.

C.2.12.3 An alternative tender offer may only be considered in the event that the main tender is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The Employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the Employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the Employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the Employer as non-responsive.

C.2.15 Closing time

C.2.15.1 Ensure that the Employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the Employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

- C.2.16.1** Hold the tender offer(s) valid for acceptance by the Employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- C.2.16.2** If requested by the Employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3** Accept that a tender submission that has been submitted to the Employer may only be withdrawn or substituted by giving the Employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the Employer evaluating tender, the Contractor reserves the right to review the price based on Consumer Price Index (CPI).
- C.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

C.2.18 Provide other material

- C.2.18.1** Provide, on request by the Employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the tender offer as non-responsive.

- C.2.18.2** Dispose of samples of materials provided for evaluation by the Employer, where required.

C.2.19 Inspections, test and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft

Check the final draft of the contract provided by the Employer within the time available for the Employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the Employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the Employer with any certificates as stated in the tender data.

C.3 The Employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the Tender Data respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

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C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the Employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require Employers to conduct the process of offer and acceptance in terms of a set of standard procedures

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The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the Employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the Employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the Employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

PART T1: TENDER PROCEDURES

- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the Employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the Employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An Employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

C.3.16.2 After the successful tenderer has been notified of the Employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the tender data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

PART T2: RETURNABLE DOCUMENTS

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T2.1 LIST OF RETURNABLE DOCUMENTS

RD.A MANDATORY RETURNABLE DOCUMENTS

Note: *Failure to submit, fully complete and sign the applicable documents and submit all required attachments will result in the tender offer being disqualified from further consideration*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed, signed and included in the tender)
Compulsory Enterprise Questionnaire	Form RD.A.1	
MBD 4: Declaration of Interest of Persons in Service of State	Form RD.A.2	
MBD 8: Declaration of Tenderer's past supply chain management practices	Form RD.A.3	
MBD 9: Certificate of independent tender determination	Form RD.A.4	
Certificate of authority of signatory	Form RD.A.5	
Certificate of authority of signatory for joint ventures and consortia	Form RD.A.6	

RD.B RETURNABLE DOCUMENTS REQUIRED FOR PREFERENTIAL PROCUREMENT EVALUATION PURPOSES

Note: *Failure to submit, fully complete and sign the applicable documents and submit all required attachments will result in the tender offer being awarded 0 (zero) preference points*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed, signed and included in the tender)
MBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	Form RD.B.1	
Valid B-BBEE Status Level of Contributor Certificate	Form RD.B.2	
B-BBEE Exempted Micro Enterprise – Sworn Affidavit	Form RD.B.3	

RD.C ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: *Failure to submit, fully complete and sign the applicable documents and submit all required attachments will result in the Tenderer having to submit same upon request within 7 days and if not complied with, will result to the tender offer being disqualified from further consideration.*

PART T2: RETURNABLE DOCUMENTS

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed, signed and included in the tender)
Proof of registration on CSD with National Treasury	Form RD.C.1	
MBD 5: Declaration for procurement above R10 million (all applicable taxes included)	Form RD.C.2	
Proof of professional indemnity insurance	Form RD.C.3	
Key Personnel	Form RD.C.4	
Curriculum Vitae of Key Personnel	Form RD.C.5	

RD.D OTHER DOCUMENTS THAT WILL FORM PART OF THE CONTRACT

Note: *Failure to submit, fully complete and sign the applicable documents and submit all required attachments will result in the tender offer being disqualified from further consideration*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed, signed and included in the tender)
Form of offer and acceptance	Section C1.1	
Data provided by the contractor	Section C1.2	
Record of addenda to tender documents	RD.D.1	

RD.E RETURNABLE DOCUMENTS REQUIRED FOR QUALITY EVALUATION

Note: *Failure to submit or fully complete the applicable documents will result in the tender offer being disqualified from further consideration*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Schedule for professional and approved professional persons	Form RD.E.1	
Evaluation schedule: Flood line determination	Form RD.E.2	
Schedule of tenderer's experience in the determination of flood lines	Form RD.E.3	
Evaluation schedule: Dam safety investigations	Form RD.E.4	
Schedule of tenderer's experience in dam safety inspections	Form RD.E.5	
Evaluation schedule: Flood remedial and watercourse improvement feasibility studies	Form RD.E.6	

PART T2: RETURNABLE DOCUMENTS

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Schedule of tenderer's experience in flood remedial and watercourse improvement feasibility studies	Form RD.E.7	
Evaluation schedule: Flood related disaster management studies	Form RD.E.8	
Schedule of tenderer's experience in flood related disaster management studies	Form RD.E.9	
Evaluation schedule: Hydrological studies	Form RD.E.10	
Schedule of tenderer's experience in hydrological studies	Form RD.E.11	

T2.2 RETURNABLE SCHEDULES

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FORM RD.A.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

<p>The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.</p>			
Section 1: Name of Enterprise:			
Section 2: VAT registration number, if any:			
Section 3: CIDB registration number, if any:			
Section 4: CSD number:			
Section 5: Particulars of sole proprietors and partners in partnerships:			
Name*	Identity Number*	Personal Income Tax Number*	
<p><i>* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners</i></p>			
Section 6: Particulars of companies and close corporations			
Company registration number:			
Close corporation number:			
Tax reference number:			
Section 7: MBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.			
Section 9: MBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.			
Section 10: MBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.			
<p>The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:</p> <ul style="list-style-type: none"> i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order; ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004; iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption; iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct. 			
Signed:		Date:	
Name:		Position	
Enterprise Name:			

FORM RD.A.2 MBD 4: DECLARATION OF INTEREST IN TENDER OF PERSONS IN SERVICE OF STATE

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full name of bidder or his/her representative:

3.2 Identity Number:

3.3 Position occupied in Company:
(director, trustee, shareholder²)

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state?

YES	NO
-----	----

If yes, furnish particulars

¹ MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

PART T2: RETURNABLE DOCUMENTS

3.9 Have you been in the service of the state for the past twelve months?

YES	NO
-----	----

If yes, furnish particulars _____

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES	NO
-----	----

If yes, furnish particulars _____

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES	NO
-----	----

If yes, furnish particulars _____

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES	NO
-----	----

If yes, furnish particulars _____

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

YES	NO
-----	----

If yes, furnish particulars _____

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?

YES	NO
-----	----

If yes, furnish particulars _____

PART T2: RETURNABLE DOCUMENTS

4. Full details of directors / trustees / members / shareholders:

Full Name	Identity Number	State Employee Number

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

FORM RD.A.3 MBD 8: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal tender document must form part of all tenders invited.
2. It serves as a declaration to be used by Municipalities and Municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The tender of any tenderer may be rejected if that Tenderer, or any of its directors have:
 - a. abused the Municipality's / Municipal entity's supply management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. wilfully neglected, reneged on or failed to comply with any government, Municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the tender:

Item	Question	Response	
4.1	Is the Tenderer, any of its directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector? (Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied)	Yes	No
	If so, furnish particulars:		
4.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-326-5445)	Yes	No
	If so, furnish particulars:		

PART T2: RETURNABLE DOCUMENTS

Item	Question	Response	
4.3	Was the Tenderer or any of it's directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
	If so, furnish particulars:		
4.4	Does the Tenderer or any of it's directors owe any Municipal rates and taxes or Municipal charges to the Municipality / Municipal entity, or to any other Municipality / Municipal entity, that is in arrears for more than three months?	Yes	No
	If so, furnish particulars:		
4.5	Was any contract between the Tenderer and the Municipality / Municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
	If so, furnish particulars:		

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.A.4 MBD 9: CERTIFICATION OF INDEPENDENT TENDER DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all tenders³ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering (or tender rigging)⁴. Collusive tendering is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. Take all reasonable steps to prevent such abuse;
 - b. Reject the tender of any tenderer if that tenderer or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. Cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the tendering process or the execution of the contract.
4. This MDB will serve as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
5. In order to give effect to the above, the attached Certificate of Tender Determination must be completed and submitted with the tender.

³ Includes price tenders, advertised competitive tenders, limited tenders and proposals.

⁴ Tender rigging (or collusive tendering) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and/or services for purchasers who wish to acquire goods and/or services through a tender process. Tender rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

RTD03-2021/22: Tender for the appointment of a professional engineering consulting firm to assist with watercourse and flood management in Tshwane

in response to the invitation for the tender made by

City of Tshwane Metropolitan Municipality

do hereby make the following statement that I certify to be true and complete in every respect:

I certify, on behalf of _____ that:
(Name of tenderer)

1. I have read and understand the contents of this certificate;
2. I understand that the accompanying tender will be disqualified if this certificate is found not to be true and complete in every aspect;
3. I am authorized by the tenderer to sign this certificate, and to submit the accompanying tender, on behalf of the tenderer;
4. Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer who:
 - a. has been requested to submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - b. could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at the accompanying tender independently form, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium⁵ will not be construed as collusive tendering.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. Prices;
 - b. Geographical area where product or services will be rendered (market allocation);
 - c. Methods, factors or formulas used to calculate prices;
 - d. The intention or decision to submit or not to submit, a tender;
 - e. The submission of a tender which does not meet the specifications and conditions of the tender; or
 - f. Tendering with the intention not to win the tender.

⁵ Joint venture or consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

PART T2: RETURNABLE DOCUMENTS

8. In addition, there have been no consultations, communications, agreements or arrangement with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or to the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

PART T2: RETURNABLE DOCUMENTS

FORM RD.A.5 CERTIFICATE OF AUTHORITY OF SIGNATORY

RESOLUTION of the meeting of the *Board of Directors/Members/Partners of

(Legally correct full name and registration number, if applicable, of the enterprise)

Held at: _____ (place)

On: _____ (date)

RESOLVED that:

1. The enterprise submits a tender to the Tshwane Metro Municipality in respect of the following project:

Tender Number: **RTD03-2021/22**

Tender Description: **Tender for the appointment of a professional engineering consulting firm to assist with watercourse and flood management in Tshwane**

2. *Mr/Ms: _____

in *his/her capacity as _____

and who will sign as follow:

Proof signature	Proof signature
-----------------	-----------------

be, and is hereby authorized to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender for the enterprise mentioned above

NAME	CAPACITY	SIGNATURE

Note:

- *Delete which is not applicable.
- IMPORTANT: This resolution must be signed by all the directors/members/ partners of the tendering enterprise.
- Should the number of directors/members/partners exceed the space available above, additional names and signatures must be supplied on a separate page.

Enterprise stamp

PART T2: RETURNABLE DOCUMENTS

FORM RD.A.6 CERTIFICATE OF AUTHORITY OF SIGNATORY FOR JOINT VENTURES AND CONSORTIA

*Joint venture/consortium name: _____

We, the undersigned, are submitting this tender in a *joint venture/consortium and hereby authorize *Mr/Ms

_____ authorized signatory of the enterprise
_____ acting in the capacity of lead partner

to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender for the *joint venture/consortium mentioned above.

Registered name of enterprise	Registration number	% of contract value	Address	Duly authorized signatory	Mark with (x) for lead partner

Note:

1. *Delete which is not applicable.
2. IMPORTANT: This resolution must be signed by all the parties of the joint venture/consortium and every duly authorized signatory for each party to the joint venture/consortium must complete a Form RD.C.15.
3. Should the number of directors/members/partners exceed the space available above, additional names and signatures must be supplied on a separate page.

FORM RD.B.1 MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017.

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.

NB BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all tenders:
- The 80/20 system for requirements with a Rand value of up to R50 million (**all applicable taxes included**); and
 - The 90/10 system for requirements with a Rand value above R50 million (**all applicable taxes included**).
- 1.2 The value of this tender is estimated **not to exceed** R50 million and therefore the **80/20** system shall be applicable.
- 1.3 Preference points for this tender shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution
- 1.4 The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price, B-BBEE must not exceed	100

- 1.5 Failure on the part of a tenderer to submit proof of B-BBEE Status level of contributor together with the tender, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1 **B-BBEE** means broad-based black economic empowerment as defined in Section 1 of the Broad-Based Black Economic Empowerment Act.
- 2.2 **B-BBEE Status Level of Contributor** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of Section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- 2.3 **Broad-Based Black Economic Empowerment Act** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- 2.4 **EME** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.

PART T2: RETURNABLE DOCUMENTS

- 2.5 **functionality** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.6 **prices** includes all applicable taxes less all unconditional discounts.
- 2.7 **proof of B-BBEE status level of contributor** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- 2.8 **QSE** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.
- 2.9 **rand value** means the total estimated value of a contract in Rand, calculated at the time of tender invitation, and includes all applicable taxes.

3. POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

90/20

$$P_s = 80 \left(1 - \frac{P_T - P_{MIN}}{P_{MIN}} \right)$$

$$P_s = 90 \left(1 - \frac{P_T - P_{MIN}}{P_{MIN}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_T = Rand value of tender under consideration

P_{MIN} = Rand value of lowest acceptable tender

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8

PART T2: RETURNABLE DOCUMENTS

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. TENDER DECLARATION

Tenderers who claim points in respect B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

6.1 B-BBEE Status of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?
(delete which is not applicable)

YES	NO
-----	----

7.1.1 If YES, indicate:

Name of subcontractor	% to be subcontracted	B-BBEE status level of sub-contractor	Is the sub-contractor an EME or QSE (tick which is applicable)	
			YES	NO
Designated Group: An EME or QSE which is at least 51% owned by:			EME v	QSE v
Black people				
Black people who are youth				
Black people who are women				
Black people with disabilities				
Black people living in rural or underdeveloped areas or townships				
Cooperative owned by black people				
Black people who are military veterans				
OR				
Any EME				
Any QSE				

PART T2: RETURNABLE DOCUMENTS

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of Company/Firm: _____

8.2 VAT Registration number: _____

8.3 Company registration number: _____

8.4 Type of firm:

Partnership

One person business/sole trade

Close corporation

Company

(Pty) Limited

Small Medium Micro Enterprises

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

(Tick applicable box)

8.5 Describe principal business activities

8.6 Company classification

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter etc.

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

(Tick applicable box)

8.7 Municipal information

Municipality where business is situated:

Registered account number:

Stand number:

8.8 Total number of years the firm has been in business

--

8.9 I/we, the undersigned, who warrants that he/she is duly authorized to do so on behalf of the company/firm certify that points claimed, based on the B-BBEE status level of contribution, indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I/we acknowledge that:

i) The information furnished is true and correct.

PART T2: RETURNABLE DOCUMENTS

- ii) The preference claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have-
 - a) disqualify the person. from the tender process;
 - b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
 - c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
 - d) restrict the tenderer or contractor, its shareholders and directors, or only the shareholders and directors WHO acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule have been applied; and
 - e) forward the matter for criminal prosecution.

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

FORM RD.B.2 VALID B-BBEE STATUS LEVEL OF CONTRIBUTOR CERTIFICATE

Submit B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA).

NOTE:

1. Attach original copy of B-BBEE Verification Certificate to this page.
2. In the case of a joint venture / consortium parties must each attach original copy of their B-BBEE Verification Certificates.

I, the undersigned

Full Name & Surname																
Identity Number							-					-			-	

Hereby declare under oath as follow:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____ % black owned;
- The enterprise is _____ % black woman owned;
- Based on the audited management accounts and other information available on the _____ financial year, the income did not exceed R 10,000,000 (ten million rands);
- Please confirm on the below the B-BBEE level contributor, by ticking the applicable box.

100% Black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% Black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% Black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of the dti Codes of Good Practice
5. I know and understand the contents of the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 (twelve) month from the date signed by the commissioner.

Deponent Signature:	Date:
<p>Commissioner of oaths (Signature and stamp)</p>	

FORM RD.C.1 PROOF OF REGISTRATION ON CSD WITH NATIONAL TREASURY

1. Attach original or certified copy of CSD registration certificate to this page.
2. In the case of a joint venture / consortium (excluding consulting engineering partners) the joint venture / consortium must attach original or certified copy of their CSD registration certificate to this page.

FORM RD.C.2 MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

1. The tenderer is required by law to prepare annual financial statements for auditing their audited annual financial statements:

- i) for the past three years; or
ii) Since the establishment if established during the past three years.

Indicate whether these have been included in the tender:

YES	NO
-----	----

2. Does the tenderer have any undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days?

YES	NO
-----	----

If so, state particulars _____

3. Has any contracts been awarded to the tenderer by an organ of state during the past five years?

YES	NO
-----	----

If so, state particulars _____

4. Has there been any material non-compliance or dispute concerning the execution of such contract?

YES	NO
-----	----

If so, state particulars _____

5. Is any portion of the goods or services expected to be sourced from outside the Republic?

YES	NO
-----	----

If, so state what portion and whether any portion of payment from the municipality is expected to be transferred outside of the Republic.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.3 PROOF OF PROFESSIONAL INDEMNITY INSURANCE

The tenderer must provide proof of Professional Indemnity Insurance for at least R10-million per claim and the number of claims unlimited. See **Clause 8. Indemnity, insurance and liability** in **C1.2.2 Data Provided by the Employer**.

NOTE:

1. Attach original or certified copy of Professional Indemnity Insurance Certificate to this page.
2. In the case of a joint venture / consortium parties must each attach original or certified copy of their Professional Indemnity Insurance Certificates.

PART T2: RETURNABLE DOCUMENTS

RD.C.4 KEY PERSONNEL

The tenderer shall list in the table below the key personnel to be engaged for this project.

Note: Form RD.C.3 must be complete for each person listed below.

	NAME	CATEGORY	LOCAL / NON-LOCAL
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

(Attach additional pages if more space is required)

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

FORM RD.C.5 CURRICULUM VITAE OF KEY PERSONNEL

Note: This form should be completed for each key person listed in Form RD.C.2

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	Years with firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience records pertinent to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____ (Signature of person named in schedule)	_____ Date:

PART T2: RETURNABLE DOCUMENTS

FORM RD.D.1 RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before submission of this tender, amending or amplifying the tender documents, have been taken in account in this tender offer:

	DATE	REFERENCE	TITLE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

RD.E. TERMS OF REFERENCE FOR QUALITY EVALUATION

The tender will be evaluated in terms of **Section C.2.1: Eligibility** of **Part T1.2: Standard conditions of tender** of this document, of which a summary is provided below:

- 1) **C.2.1: Eligibility (mandatory)** (see **Section C2: Tenderer's obligations**):
 - C.2.1.1 *Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer;*
 - C.2.1.2 *Notify the employer of any proposed material change in the capabilities or formation of the tendering entity or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.*
- 2) In terms of C.2.1.1 the following is deemed as the minimum required criteria to perform the work discussed under **Part C3: Scope of work, Section C3.5.1(c): Dam Safety Legislation** of this document:
 - (a) Only Tenderers who have in their full-time employment, a person/s satisfying the following criteria, will proceed to the functional evaluation:
 - i. are registered as a professional engineer or professional engineering technologist in terms of the Engineering Profession Act, 2000 (Act 46 of 2000) for the applicable engineering work.
 - ii. are approved by DWS (Department of Water and Sanitation) as Approved Professional Person(s) in terms of prevailing Dam Safety legislation.
- 3) In terms of **eligibility (mandatory)** (Section C.2.1 above), only those tenderers who tick "YES" in respect of both criteria under **RD.E (a): Technical evaluation**, are eligible to submit a tender.
- 4) In terms of **functionality**, only those tenderers who score a minimum of 70 points in respect of the criteria under **RD.E (b): Functional evaluation**, are eligible to submit a tender.

RD.E (a): TECHNICAL EVALUATION

Tenderers must complete **Form RD.E.1: Schedule for Professional and Approved Professional Person** to complete this schedule.

CRITERIA	YES	NO
1. Proof of registration as a professional engineer or professional engineering technologist in terms of the Engineering Profession Act, 2000 (Act 46 of 2000) for the applicable engineering work.		
2. Proof of registration as Approved Professional Person(s) in terms of prevailing Dam Safety legislation, by DWS (Department of Water and Sanitation)		
NB: If any one of the above is "no", the Bid will be disqualified (Attach proof of above to this page)		

RD.E (b): FUNCTIONAL EVALUATION

Tenderers must complete **Forms RD.E.2 to RD.E.11** to complete this schedule:

CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGHEST POSSIBLE SCORE	TENDERER'S SCORE
Proof of length of Flood line determination. (Refer to RD.E.2 & RD.E.3)	0 1 - 50km 51–100km >100km	0 1 2 3	10	30	
Proof of Dam Safety investigation done. (Refer to RD.E.4 & RD.E.5)	0 Dam Safety Inspections 1 - 5 Dam Safety Inspections >5 Dam Safety Inspections	0 1 2	10	20	
Proof of Flood remedial and watercourse improvement Feasibility Studies. (Refer to RD.E.6 & RD.E.7)	0 Feasibility Studies 1 - 5 Feasibility Studies >5 Feasibility Studies	0 1 2	10	20	
Proof of Flood related Disaster management studies. (Refer to RD.E.8 & RD.E.9)	0 Studies 1 - 5 Studies >5 Studies	0 1 2	5	10	
Proof of Hydrological studies. (Refer to RD.E.10 & RD.E.11)	0 Studies 1 - 5 Studies >5 Studies	0 1 2	10	20	
SCORE				100	
NB: Bids not receiving a minimum score of 70% (70 points) will be disqualified					

FORM RD.E.1 SCHEDULE FOR PROFESSIONAL AND COMPETENT PERSONS

The tenderer or joint venture partners in the case of an unincorporated joint venture or consortium must have in their full-time employment –

- person/s registered as a Professional Engineer in terms of the *Engineering Profession Act, 2000 (Act 46 of 2000)* for the applicable engineering work; and
- person/s that are approved by *DWS (Department of Water and Sanitation)* as Competent Person(s) in terms of prevailing *Dam Safety legislation*.

PROFESSIONAL REGISTERED ENGINEER OR ENGINEERING TECHNOLOGIST

FIRST NAME	LAST NAME	ID NUMBER	ECSA REGISTRATION NO.

DWS APPROVED COMPETENT PERSON

FIRST NAME	LAST NAME	ID NUMBER	DWS APPROVAL ATTACHED YES/NO

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.E.2 EVALUATION SCHEDULE: FLOOD LINE DETERMINATION

The experience of the tenderer or joint venture partners in the case of an unincorporated joint venture or consortium with regards to key staff members / experts in the determination of flood lines in accordance with the *National Water Act, 1998 (Act no. 36 of 1998)*.

Tenderers must complete Form RD.E.3: Schedule of Tenderer's Experience in the determination of flood lines to comply with this schedule.

Suitable proof of completion of relevant studies must be attached for each item listed in Form RD.E.3, which proof must either be the -

- 1) *Cover/Title* page, the *Table of Contents* and *Executive Summary* of the completion report, or
- 2) Final layout drawing (where there is no report).

Proof of completion must not exceed 3 (three) pages for each item.

The scoring of the tenderer's experience will be as follows:

Length of flood lines determined by the Tenderer	Points to be awarded
None	<ul style="list-style-type: none">• A score of 0 points will be awarded if the tenderer did not respond or comply with this evaluation schedule.• A score of 0 points will be awarded if the tenderer has done no flood line calculation previously.• A score of 0 points will also be awarded for any misrepresentation made in the schedule of experience.
1 - 50km	A score of 10 points will be awarded.
Between 51km and 100km	A score of 20 points will be awarded.
More than 100km	A score of 30 points will be awarded.

FORM RD.E.3 SCHEDULE OF TENDERER'S EXPERIENCE IN THE DETERMINATION OF FLOOD LINES

The following is a statement of similar work successfully executed by myself/ourselves.

Employer, contact person and telephone number	Description of contract and watercourse name	Length of flood lines determined	Date competed

(Attach additional pages if more space is required)

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

FORM RD.E.4 EVALUATION SCHEDULE: DAM SAFETY INVESTIGATIONS

The experience of the tenderer or joint venture partners in the case of an unincorporated joint venture or consortium with regards to key staff members / experts in Dam Safety investigations in terms of Chapter 12 of the *National Water Act, 1998 (Act no. 36 of 1998)*.

Tenderers must complete Form RD.E.5: Schedule of Tenderer's Experience in Dam Safety investigations to comply with this schedule.

Suitable proof of completion of relevant studies must be attached for each item listed in Form RD.E.5, which proof must either be the -

- 1) *Cover/Title* page, the *Table of Contents* and *Executive Summary* of the completion report, or
- 2) Final layout drawing (where there is no report).

Proof of completion must not exceed 3 (three) pages for each item.

The scoring of the tenderer's experience will be as follows:

Number of Dam Safety investigations completed by the Tenderer	Points to be awarded
None	<ul style="list-style-type: none">• A score of 0 points will be awarded if the tenderer did not respond or comply with this evaluation schedule.• A score of 0 points will be awarded if the tenderer has done no Dam Safety investigations previously.• A score of 0 points will also be awarded for any misrepresentation made in the schedule of experience.
1 - 5 investigations	A score of 10 points will be awarded.
More than 5 investigations	A score of 20 points will be awarded.

FORM RD.E.5 SCHEDULE OF TENDERER'S EXPERIENCE IN DAM SAFETY INVESTIGATIONS

The following is a statement of similar work successfully executed by myself/ourselves.

Employer, contact person and telephone number	Description of the Dam and the inspection/investigation completed	Date completed

(Attach additional pages if more space is required)

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

FORM RD.E.6 EVALUATION SCHEDULE: FLOOD REMEDIAL AND WATERCOURSE IMPROVEMENT FEASIBILITY STUDIES

The experience of the tenderer or joint venture partners in the case of an unincorporated joint venture or consortium with regards to key staff members / experts in flood remedial and watercourse improvement feasibility studies.

Tenderers must complete Form RD.E.7: Schedule of Tenderer's Experience in Flood Remedial and Watercourse improvement Feasibility Studies to comply with this schedule.

Suitable proof of completion of relevant studies must be attached for each item listed in Form RD.E.7, which proof must either be the -

- 1) *Cover/Title* page, the *Table of Contents* and *Executive Summary* of the completion report, or
- 2) Final layout drawing (where there is no report).

Proof of completion must not exceed 3 (three) pages for each item.

The scoring of the tenderer's experience will be as follows:

Number of Feasibility Studies completed by the Tenderer	Points to be awarded
None	<ul style="list-style-type: none">• A score of 0 points will be awarded if the tenderer did not respond or comply with this evaluation schedule.• A score of 0 points will be awarded if the tenderer has done no Feasibility Studies on Flood Remedial and Watercourse improvements, previously.• A score of 0 points will also be awarded for any misrepresentation made in the schedule of experience.
1 - 5 studies	A score of 10 points will be awarded.
More than 5 studies	A score of 20 points will be awarded.

FORM RD.E.7 SCHEDULE OF TENDERER'S EXPERIENCE IN FLOOD REMEDIAL AND WATERCOURSE IMPROVEMENT FEASIBILITY STUDIES

The following is a statement of similar work successfully executed by myself/ourselves.

Employer, contact person and telephone number	Description of the Feasibility Study	Date completed

(Attach additional pages if more space is required)

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.E.8 EVALUATION SCHEDULE: FLOOD RELATED DISASTER MANAGEMENT STUDIES

The experience of the tenderer or joint venture partners in the case of an unincorporated joint venture or consortium with regards to key staff members / experts in flood related disaster management studies.

Tenderers must complete Form RD.E.9: Schedule of Tenderer's Experience in Flood related Disaster Management studies to comply with this schedule.

Suitable proof of completion of relevant studies must be attached for each item listed in Form RD.E.9, which proof must either be the -

- 1) *Cover/Title* page, the *Table of Contents* and *Executive Summary* of the completion report, or
- 2) Final layout drawing (where there is no report).

Proof of completion must not exceed 3 (three) pages for each item.

The scoring of the tenderer's experience will be as follows:

Number of Disaster Management Studies completed by the Tenderer	Points to be awarded
None	<ul style="list-style-type: none">• A score of 0 points will be awarded if the tenderer did not respond or comply with this evaluation schedule.• A score of 0 points will be awarded if the tenderer has done no in Flood related Disaster Management studies, previously.• A score of 0 points will also be awarded for any misrepresentation made in the schedule of experience.
1 - 5 studies	A score of 5 points will be awarded.
More than 5 studies	A score of 10 points will be awarded.

FORM RD.E.9 SCHEDULE OF TENDERER'S EXPERIENCE IN FLOOD RELATED DISASTER MANAGEMENT STUDIES

The following is a statement of similar work successfully executed by myself/ourselves.

Employer, contact person and telephone number	Description of the Study	Date competed

(Attach additional pages if more space is required)

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

FORM RD.E.10 EVALUATION SCHEDULE: HYDOLOGICAL STUDIES

The experience of the tenderer or joint venture partners in the case of an unincorporated joint venture or consortium with regards to key staff members / experts in hydrological studies.

Tenderers must complete Form RD.E.11: Schedule of Tenderer's Experience in Hydrological Studies to comply with this schedule.

Suitable proof of completion of relevant studies must be attached for each item listed in Form RD.E.9, which proof must either be the -

- 1) *Cover/Title* page, the *Table of Contents* and *Executive Summary* of the completion report, or
- 2) Final layout drawing (where there is no report).

Proof of completion must not exceed 3 (three) pages for each item.

The scoring of the tenderer's experience will be as follows:

Number of Hydrological Studies completed by the Tenderer	Points to be awarded
None	<ul style="list-style-type: none">• A score of 0 points will be awarded if the tenderer did not respond or comply with this evaluation schedule.• A score of 0 points will be awarded if the tenderer has done no Hydrological Studies, previously.• A score of 0 points will also be awarded for any misrepresentation made in the schedule of experience.
1 - 5 studies	A score of 10 points will be awarded.
More than 5 studies	A score of 20 points will be awarded.

FORM RD.E.11 SCHEDULE OF TENDERER'S EXPERIENCE IN HYDROLOGICAL STUDIES

The following is a statement of similar work successfully executed by myself/ourselves.

Employer, contact person and telephone number	Description of the Hydrological Study	Date completed

(Attach additional pages if more space is required)

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

PORTION 2: CONTRACT

PART C1: AGREEMENT AND CONTRACT DATA

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C1.1 FORM OF OFFER AND ACCEPTANCE

STAMP

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

Contract: RTD03-2021/22

Tender for the appointment of a professional engineering consulting firm to assist with watercourse and flood management in Tshwane – 3-year period, as and when required

The tenderer, identified in the offer signature block below, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF PRICES INCLUSIVE OF VALUE ADDED TAX IS

SERVICE	Tendered fee per item (including 15% VAT)	
	(in figures)	(in words)
A1.1 Unit rate for FMP Part 1 for urban watercourses up to 2km	R	
A1.2 Unit rate for FMP Part 1 for urban watercourses up to 5km	R	
A1.3 Unit rate for FMP Part 1 for urban watercourses up to 10km	R	
A1.4 Unit rate for FMP Part 1 for urban watercourses greater than 10km	R	
A2.1 Unit rate for FMP Part 1 for rural watercourses up to 2km	R	
A2.2 Unit rate for FMP Part 1 for rural watercourses up to 5km	R	
A2.3 Unit rate for FMP Part 1 for rural watercourses up to 10km	R	

PART C1: AGREEMENT AND CONTRACT DATA

A2.4 Unit rate for FMP Part 1 for rural watercourses greater than 10km	R	
A3 Unit rate for monthly project administration	R	
C1 Percentage (%) discount offered on time-based fees	%	

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

FOR AND ON BEHALF OF THE TENDERER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

PART C1: AGREEMENT AND CONTRACT DATA

ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's Offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the, conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement, between the employer and the tenderer upon the terms and conditions contained in this agreement and in the, contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data

Part C2 Pricing Data

Part C3 Scope of Work

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a letter of acceptance, contact the employer's agent (whose details are given in the contract data) to arrange the delivery of guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

PART C1: AGREEMENT AND CONTRACT DATA

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the employer prior to the tender closing date is limited to those permitted in terms of the conditions of tender;
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here;
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the parties becomes an obligation of the contract shall also be recorded here;
4. Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the contract.

4.1	Subject: _____
	Details: _____
4.2	Subject: _____
	Details: _____
4.3	Subject: _____
	Details: _____
4.4	Subject: _____
	Details: _____
4.5	Subject: _____
	Details: _____

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

PART C1: AGREEMENT AND CONTRACT DATA

FOR AND ON BEHALF OF THE TENDERER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

PART C1: AGREEMENT AND CONTRACT DATA

CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today

the _____ (day) of _____ (month) _____ (year) at
_____ (place).

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

C1.2 CONTRACT DATA

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C1.2.1 GENERAL CONDITIONS OF CONTRACT

The general conditions of contract applicable to this contract shall be **NEC3 Professional Services Contract (Third edition of 2005 with amendments April 2013)**, as well as the Data provided by Employer.

Tenderers, contractors and subcontractors shall obtain their own copies of the document **NEC3 Professional Services Contract (Third edition of 2005 with amendments April 2013)** for tendering purposes and for use for the duration of the contract and shall bear all expenses in this regard:

Engineering Contracting Strategies (ECS)
Telephone: 011 803 3008
E-Mail: admin@ecs.co.za
Web: www.ecs.co.za

OR

Consulting Engineers South Africa (CESA)
Telephone: 011 463 2022
E-Mail: general@cesa.co.za
Web: www.cesa.co.za

OR

South African Institution of Civil Engineering (SAICE)
Telephone: 011 80505947 / 48 / 53
E-Mail: civilinfo@saice.org.za
Web: www.saice.org.za

PART C1: AGREEMENT AND CONTRACT DATA

C1.2.2 DATA PROVIDED BY THE EMPLOYER

CLAUSE/OPTION	DATA
	<ul style="list-style-type: none"> The conditions of contract are the core clauses and the clauses for main Option E: Term contract dispute resolution Option W1: Dispute resolution and secondary Options X1: Price adjustment for inflation X2: Changes in the law X9: Transfer of rights X10: Employer's Agent X11: Termination by the Employer Z: Additional conditions of contract of the NEC Professional Services Contract, 2005 (with amendments June 2006)
1. General	
10.1	<ul style="list-style-type: none"> The Employer is City of Tshwane Metropolitan Municipality. The Employer has authorised the Executive Director to act on his behalf in respect of this Contract, save for such duties or functions: <ul style="list-style-type: none"> which other holders of office ex officio execute on behalf of the Employer; or for which the Executive Director has no authority and the Employer's approval is required before execution thereof. The Acting Executive Director is: Mr Lourens Swanepoel Transport Infrastructure Planning Division Roads & Transport Department P.O. Box 1409 PRETORIA 0001
11.2(9)	<ul style="list-style-type: none"> The services are for the provision of professional services specified in the Scope and identified in the Acceptance portion of the Form of Offer and Acceptance
11.2(10)	<ul style="list-style-type: none"> The following matters will be included in the Risk Register <ul style="list-style-type: none"> i. Availability of funds approved by Employer on the budget for the project.
11.2(11)	<ul style="list-style-type: none"> The Scope is in the document called Part C3: Scope of Work
12.2	<ul style="list-style-type: none"> The law of the contract is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa
13.1	<ul style="list-style-type: none"> The language of the contract is English
13.3	<ul style="list-style-type: none"> The period for reply is 2 (two) weeks
13.6	<ul style="list-style-type: none"> The period for retention is 5 (five) years following Completion or earlier termination

PART C1: AGREEMENT AND CONTRACT DATA

CLAUSE/OPTION	DATA								
3 Time									
31.2	<ul style="list-style-type: none"> The starting date is as per the date of the official appointment letter sent to the successful tenderer. 								
11.2(3)	<ul style="list-style-type: none"> The completion date is 36 months after the starting date. <p><i>Note: If no completion date is provided the Consultant will perform the Services until completed as per Scope of Work</i></p>								
31.1	<ul style="list-style-type: none"> The Consultant submits revised programmes at intervals no longer than 1 (one) month. 								
5. Payment									
50.1	<ul style="list-style-type: none"> The assessment interval is monthly. 								
50.3	<ul style="list-style-type: none"> The expenses stated by the Employer are <table border="1"> <thead> <tr> <th>Item</th><th>Amount</th></tr> </thead> <tbody> <tr> <td> <ul style="list-style-type: none"> plan printing of documents issued to the Employer or to Others for Construction or tendering purposes photocopying of documents other than general correspondence, minor reports and contractual reports which are issued to the Employer covers and binding of documents issued to the Employer or to Others for construction or tendering purposes maps, models and presentation materials </td><td> Market related cost or in accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za/consultants </td></tr> <tr> <td> <ul style="list-style-type: none"> parking charges and toll fees within the Tshwane municipal area casual labour and miscellaneous hand tools and materials </td><td>Cost</td></tr> <tr> <td> <ul style="list-style-type: none"> special equipment required to perform specific aspects of a Time Charge Order which is not included in the staff rates specialist studies undertaken by appropriately qualified and competent professionals tests and, where applicable, the making good following such test </td><td>Open market or competitively tendered process with all deductions for all discounts, rebates and taxes that can be recovered</td></tr> </tbody> </table>	Item	Amount	<ul style="list-style-type: none"> plan printing of documents issued to the Employer or to Others for Construction or tendering purposes photocopying of documents other than general correspondence, minor reports and contractual reports which are issued to the Employer covers and binding of documents issued to the Employer or to Others for construction or tendering purposes maps, models and presentation materials 	Market related cost or in accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za/consultants	<ul style="list-style-type: none"> parking charges and toll fees within the Tshwane municipal area casual labour and miscellaneous hand tools and materials 	Cost	<ul style="list-style-type: none"> special equipment required to perform specific aspects of a Time Charge Order which is not included in the staff rates specialist studies undertaken by appropriately qualified and competent professionals tests and, where applicable, the making good following such test 	Open market or competitively tendered process with all deductions for all discounts, rebates and taxes that can be recovered
Item	Amount								
<ul style="list-style-type: none"> plan printing of documents issued to the Employer or to Others for Construction or tendering purposes photocopying of documents other than general correspondence, minor reports and contractual reports which are issued to the Employer covers and binding of documents issued to the Employer or to Others for construction or tendering purposes maps, models and presentation materials 	Market related cost or in accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za/consultants								
<ul style="list-style-type: none"> parking charges and toll fees within the Tshwane municipal area casual labour and miscellaneous hand tools and materials 	Cost								
<ul style="list-style-type: none"> special equipment required to perform specific aspects of a Time Charge Order which is not included in the staff rates specialist studies undertaken by appropriately qualified and competent professionals tests and, where applicable, the making good following such test 	Open market or competitively tendered process with all deductions for all discounts, rebates and taxes that can be recovered								

PART C1: AGREEMENT AND CONTRACT DATA

CLAUSE/OPTION	DATA		
51.1 51.2 51.5	undertake by specialists or accredited laboratories		
	– vehicle travel within the Tshwane Municipal area	In accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za/consultants	
	• The period within which payment is made is 30 (thirty) days .		
	• The currency of this contract is South African Rand (ZAR) .		
• The interest rate is 2% (two percent) per annum above the prime lending rate of the Employer’s bank at the time an interest payment is due.			
8. Indemnity, insurance and liability			
81.1	• The amounts of insurance and the periods for which the Consultant maintains insurance are		
	Event	Cover	Period following Completion of the whole of the services or earlier termination
	Failure of the consultant to use the skill and care normally used by professionals providing services similar to the services	The Consultant shall insure against professional negligence, errors and omissions under a Professional Indemnity policy for at least R10-million per claim and the number of claims unlimited	5 years
	Death of or bodily injury to a person (not an employee of the Consultant) or loss of or damage to property resulting from an action or failure to take action by the Consultant	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Consultant’s common law liability for people falling outside the scope of the Act with a limit of indemnity of not less than R5-million in respect of each claim, without limit to the number of claims	12 months
	Death or bodily injury to employees of the Consultant arising out of	That which is prescribed by the Compensation Injuries and disease Act No. 130 of	12 months

PART C1: AGREEMENT AND CONTRACT DATA

CLAUSE/OPTION		DATA		
82.1		and in the course of their employment in connection with this contract	1993 as amended and whatever the Consultant deems desirable in addition	
		<ul style="list-style-type: none"> The Consultant's total liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters is limited to the amount of the insurance cover which this contract require. 		
9	Termination	<ul style="list-style-type: none"> No data required for this section of the conditions of contract. 		
10		Data for main Option clause		
E	Term contract			
21	Consultant's obligations			
21.4		<ul style="list-style-type: none"> The Consultant prepares forecasts of the total Time Charge and expenses at intervals no longer than 30 (thirty) days. 		
11		Data for Option W1		
W1	Option W1			
W1.1				
W1.2(3)				
W1.4(2)				
12		Data for secondary Option clauses		
X1	Price adjustment for inflation			
X1.1				
		<ul style="list-style-type: none"> The index is the index as per Statistical News Release P0140, Table B1 – CPI Headline, as published by Statistics South Africa The staff rates are: <ul style="list-style-type: none"> fixed at the Contract Date and are not variable with changes are those that are based on a rate per hour. variable with changes in salary paid to individuals are those derived from the total annual cost of employment or the daily market related wage. 		
X2	Changes in law			
X2.1				
X10	Employer's Agent			

PART C1: AGREEMENT AND CONTRACT DATA

CLAUSE/OPTION		DATA
X10.1		<ul style="list-style-type: none"> The Employer's Agent is stated in the Tender Data.
		<ul style="list-style-type: none"> The authority of the Employer's Agent is fully empowered to act on behalf of the Employer for the services covered by the Task Order and will accept, or not accept, the Consultant's assessment of the amount due in terms of the contract
Z	Additional conditions of contract	The additional conditions of contract are: None
Z1	Tax Invoices	<p>The Consultant's invoice</p> <p>Delete the first sentence of core Clause 50.2 and replace by:</p> <p><i>Invoices submitted by the Consultant to the Employer include:</i></p> <ul style="list-style-type: none"> <i>the details stated in the Scope to show how the amount due has been assessed, and</i> <i>the details required by the Employer for a valid tax invoice.</i> <p>Delete the first sentence of core Clause 51.1 and replace by:</p> <p><i>Each payment is made by the Employer within three weeks of receiving the Consultant's invoice showing the details which this contract requires or, if a different period is stated in the Contract Data, within the period stated</i></p>
Z2	Communications	<p>Add to the end of the first sentence in core Clause 13.1</p> <p><i>Excluding communication by a communication protocol allowing the interchange of short text messages between mobile telephone devices and a store-and-forward method of writing, sending, receiving and saving messages over the internet.</i></p>
Z3	Selection and appointment of the Adjudicator	<ul style="list-style-type: none"> A Party may at any time notify the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by the Joint Civils Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.jointcivils.co.za) whose availability to act as the Adjudicator the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the Adjudicator within four days of receiving the notice, failing which the person chosen by the notifying Party will be the Adjudicator. The Parties appoint the selected Adjudicator under the NEC Adjudicator's Contract, June 2005 with amendments June 2006.
Z4	Notification of a compensation event	Replace <i>eight weeks</i> in clause 61.3 with <i>four weeks</i>

PART C1: AGREEMENT AND CONTRACT DATA

C1.2.3 DATA PROVIDED BY THE CONTRACTOR

CLAUSE/OPTION	DATA
1. Definitions	<ul style="list-style-type: none"> The legal name of the Service Provider is:
	<ul style="list-style-type: none"> Physical Address:
	<ul style="list-style-type: none"> Postal Address:
	<ul style="list-style-type: none"> Telephone
	<ul style="list-style-type: none"> Facsimile:
	<ul style="list-style-type: none"> E-Mail Address:
5.3 Designated Representative	<ul style="list-style-type: none"> The authorised and designated representative of the Service Provider is:
	<ul style="list-style-type: none"> The address for receipt of communications is:
	<ul style="list-style-type: none"> Physical Address:
	<ul style="list-style-type: none"> Postal Address:
	<ul style="list-style-type: none"> Telephone
	<ul style="list-style-type: none"> Facsimile:
	<ul style="list-style-type: none"> E-Mail Address:

Part C1: Page 16 of 16

PART C2: PRICING DATA

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C2.1 PRICING INSTRUCTIONS

1. General

- 1.1 This section provides the tenderer with guidelines and requirements with regard to the completion of the Price Schedule. The Schedule has to be completed in black ink and the tenderer is referred to the Conditions of Tender in regard to the correction of errors.
- 1.2 The Price Schedule shall be read with all the documents which form part of this Contract.
- 1.3 The fees used in the Pricing Schedule are based on the latest Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act 46 of 2000)
- 1.4 All fees and sums of money quoted in the Price Schedule shall be in Rands and whole Cents. Fractions of a cent shall be discarded.
- 1.5 All prices and rates entered in the Price Schedule must be excluding VAT. VAT will be added last on the summary page of the Price Schedule.
- 1.6 An item against which no price, rate or discount is entered will be considered as a zero price, rate or discount and considered to be covered by the other prices, rates or discounts.
- 1.7 Should excessively high discount percentages be tendered, such discounts may be of sufficient importance to warrant rejection of a tender by the Employer

2. Pay Items

- 2.1 Abbreviations used in the Price Schedule are as follows:

h	=	hour	p/h	=	per person per hour
day	=	per day	p/d	=	per person per day
month	=	per month	p/m	=	per person per month
p	=	per person	no	=	number
%	=	percent	sum	=	sum
R/only	=	rate only	km	=	kilometre

3. Corrections of entries made by the tenderer

Any entry made by the Tenderer in the Price Schedule, forms, etc, which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.

4. Expenses

- 4.1 The *expenses* that may be paid to the Consultant are as stated in the Contract Data. All other cost to the Consultant associated with Providing the Services is included within the staff rates.
- 4.2 All air travel where specifically authorised by the Employer's Agent shall be in economy class on a scheduled airline.

PART C2: PRICING DATA

4.3 Accommodation where specifically authorized by the Employer's Agent means a

- a) a bed and breakfast;
- b) a guest house;
- c) self catering; or
- d) hotel having a star rating of 1, 2 or 3 as defined by the Tourism Grading Council of South Africa (see www.tourismgrading.co.za).

Note: A lodge, country house or 4 star or higher star rated hotel is not accommodation. Any stay in such a facility cannot be claimed as an expense.

4.4 A hired car where specifically authorized by the Employer's Agent means a motor vehicle having an engine capacity of not more than 1800cc.

Note: A hired car having an engine capacity greater than 1800cc is not a hired car and cannot be claimed as an expense.

C2.2 PRICING SCHEDULE

C.2.2.1 FEES FOR NORMAL SERVICES

- (1) The Pricing Schedule must be read with Part C3: Scope of Work, in particular Section C3.5: Appointment, Scope of Services and Remuneration.
- (2) The fees tendered in Table A1, A2 & A3 in Section C2.2.1 of the Pricing Schedule shall include full compensation for all expenses, costs and profits related to the successful completion of the work for Part1 FMP in terms of this Tender and the document *Specifications & Guidelines: Flood lines and Flood Management Plans (latest edition)* issued by the CoT Transportation Planning Division, with the exception of survey work. Please refer to 2.1.4.
- (3) An *urban watercourse* (Table A1) and *rural watercourse* (Table A2) are defined in the document *Specifications & Guidelines: Flood lines and Flood Management Plans (latest edition)* issued by the CoT Transportation Planning Division.
- (4) Cross sections required for the determination of flood lines will be obtained mainly from DEMs (Digital Elevation Models) available from the CoT. Survey costs for control sections, benchmarks, ground truthing or to obtain possible missing information will be reimbursed separately and must not be included in the tendered fees. Also refer to the document *Specifications & Guidelines: Survey required for the determination of flood lines (latest edition)* issued by the CoT Transportation Planning Division.
- (5) The unit cost tendered in Table A1 and Table A2 in Section C2.2.1 should decrease with an increase in the scope of work (length of flood lines to be determined). The tendered fees must reflect this.
- (6) The fees tendered in Table A3 in Section C2.2.1 to perform the monthly project administration and meetings, shall include full compensation for all expenses, costs and profits related to the successful completion of the work.
- (7) The estimated watercourse lengths as well as the estimated Time-based fees in Section C2.4 will only be used for tender evaluation purposes and does not reflect any work.

PART C2: PRICING DATA

A. NORMAL SERVICES

A1 FMP Part 1 to 4 for urban watercourses

Table A1: TENDERED FEES FOR FMP Part 1 for URBAN WATERCOURSE

Service: FMP Part 1 for URBAN WATERCOURSES	Unit	Unit rate per km (Excl. VAT)
A1.1 Up to 2km	km	R
A1.2 Up to 5km	km	R
A1.3 Up to 10km	km	R
A1.4 Greater than 10km	km	R
Unit Rate for A1.1, A1.2, A1.3 & A1.4: FMP Part 1 (Excl VAT) - to Table C - to Section C2.4, Item C2.4.1, 2.4.2, 2.4.3 & 2.4.4		

A2 FMP Part 1 to 4 for rural watercourses

Table A2: TENDERED FEES FOR FMP Part 1 for RURAL WATERCOURSE

Service: FMP Part 1 for RURAL WATERCOURSES	Unit	Unit rate per km (Excl. VAT)
A2.1 Up to 2km	km	R
A2.2 Up to 5km	km	R
A2.3 Up to 10km	km	R
A2.4 Greater than 10km	km	R
Unit Rate for A1.1, A1.2, A1.3 & A1.4: FMP Part 1 (Excl VAT) - to Table C - to Section C2.4, Item C2.4.5, 2.4.6, 2.4.7 & 2.4.8		

A3 Monthly project administration MONTHLY PROJECT ADMINISTRATION

Table A3: TENDERED FEES FOR MONTHLY PROJECT ADMINISTRATION

Service: Monthly project administration	Unit	Unit Rate per month (Excl. VAT)
A3 Monthly project administration	Month	R
Unit Rate for MONTHLY PROJECT ADMINISTRATION (Excl VAT) - to Table C - to Section C2.4, Item C2.4.9		

B. FEES FOR ADDITIONAL SERVICES

PART C2: PRICING DATA

Although no additional services are anticipated at this stage, any additional service required will be dealt with in terms of the 'Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act'.

C. TIME BASED FEES

Time based fees, expenses and costs will be dealt with in terms of Item 4.2 of the *Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act (46 of 2000)*, Board Notice 243 of 2013.

The maximum hourly rates for employees will be as determined by the *Department of Public Service and Administration (DPSA)* annually and can be obtained from DPSA. The following categories are defined by DPSA:

Category	Description	DPSA category
A	Technical International Specialist (Senior Partner/Director)	15/16B1.1
B	Technical Specialist (Principal Consultant)	14/15B1.1
C	Technical Specialist (Senior Consultant)	13/14B1.1
D	Technical Assistant to Engineer	12/13B1.1
E	Administrative Assistant	9/10B1.1

The hourly rate published by DPSA for each category of employees, will be multiplied by the hours worked. The sum of the fees claimed for all categories, shall be subject to the percentage discount offered below.

DISCOUNT OFFERED ON TIME-BASED FEES

State the percentage (%) discount offered on time-based fees, calculated according to the prevailing tariffs of the Engineering Council of South Africa as published in the *Government Gazette* in terms of the Engineering Profession Act, 2000 (Act no. 46 of 2000):

C1 Percentage (%) discount offered: _____ % (to **Table C** and
Section C2.4, Item C2.4.10)

C2.3 SUMMARY OF PRICING SCHEDULE (Completion is Compulsory)

TABLE C: SUMMARY OF PROFESSIONAL FEES

SERVICE	From	Tendered fee (excl. VAT)	15% VAT	Tendered fee (incl. VAT)
A. Service: Normal services				
A1 FMP Part 1 for urban watercourses				
A1.1 Unit rate for up to 2km	Table A1	R	R	R
A1.2 Unit rate for up to 5km	Table A1	R	R	R
A1.3 Unit rate for up to 10km	Table A1	R	R	R
A1.4 Unit rate for greater than 10km	Table A1	R	R	R
A2 FMP Part 1 for rural watercourses				
A2.1 Unit rate for up to 2km	Table A2	R	R	R
A2.2 Unit rate for up to 5km	Table A2	R	R	R
A2.3 Unit rate for up to 10km	Table A2	R	R	R
A2.4 Unit rate for greater than 10km	Table A2	R	R	R
A3 Monthly Project Administration				
A3 Unit rate for monthly project administration	Table A3	R	R	R
C. Service: Time Based Fees				
C1 Percentage (%) discount offered on time-based fees	C1	%		

PART C2: PRICING DATA

C2.4 CALCULATIONS FOR TENDER EVALUATION PURPOSES ONLY

Calculations for tender evaluation purposes only (amounts excluding VAT)

	(A)		(B)	(A) x (B)
C2.4.1 FMP Part 1: Urban watercourse up to 2km	80km	x	Unit rate per km (from Table A1.1): R /km	= R
C2.4.2 FMP Part 1: Urban watercourse up to 5km	130km	x	Unit rate per km (from Table A1.2): R /km	= R
C2.4.3 FMP Part 1: Urban watercourse up to 10km	60km	x	Unit rate per km (from Table A1.3): R /km	= R
C2.4.4 FMP Part 1: Urban watercourse greater than 10km	30km	x	Unit rate per km (from Table A1.4): R /km	= R
C2.4.5 FMP Part 1: Rural watercourse up to 2km	20km	x	Unit rate per km (from Table A2.1): R /km	= R
C2.4.6 FMP Part 1: Rural watercourse up to 5km	45km	x	Unit rate per km (from Table A2.2): R /km	= R
C2.4.7 FMP Part 1: Rural watercourse up to 10km	30km	x	Unit rate per km (from Table A2.3): R /km	= R
C2.4.8 FMP Part 1: Rural watercourse greater than 10km	25km	x	Unit rate per km (from Table A2.4): R /km	= R
C2.4.9. Monthly project administration	36 months	x	Total fee per month (from Table A3): R /month	= R
C2.4.10 All other work	R2.0m	x	% discount offered on time-based fees (from C1): %	= R
TOTAL (C2.4.1 + C2.4.2 + C2.4.3 + C2.4.4 + C2.4.5 + C2.4.6 + C2.4.7 + C2.4.8 + C2.4.9 + C2.4.10) (Excl. VAT)				R
15% VAT				R
TOTAL (Incl. VAT)				R

PART C3: SCOPE OF WORK

CONTENTS

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C3.1 EMPLOYER'S OBJECTIVES

Proposals for the provision of consulting engineering services are requested from specialist engineering consultants to assist with aspects of watercourse and flood management in all catchments within the drainage area of Tshwane.

C3.2 BACKGROUND

Integrated stormwater management in the City of Tshwane (CoT) entails the planning and management of all stormwater runoff, from the first drop of rain that drains overland towards the nearest stormwater drainage system, enters and follow

s constructed minor and major stormwater drainage systems to where it discharges into a watercourse, and runs along these watercourses until it leaves Tshwane's area of jurisdiction. The goals of integrated stormwater management in Tshwane are the protection of life and property from flood hazards; the improvement of the quality of life of the community; and the preservation of the natural environment.

Stormwater and catchment management focuses on the major and minor catchment areas and appurtenant drainage networks up to a point where it discharges into a watercourse. It includes aspects like catchment management, planning of all drainage networks in Tshwane, stormwater master plans (SMPs), development of sustainable drainage systems (SuDS), planning and upgrading of drainage systems, identifying drainage problems and proposed solutions, flood attenuation, etc.

Watercourse and flood management on the contrary, are focussed on natural drainage routes and watercourses. It includes the delineation of all catchment areas and watercourses within Tshwane, the determination of flood discharges in all these watercourses, flood line studies, flood management plans (FMPs), hydraulic management of watercourses and flood plains, dam safety investigations, identifying flood hazards, watercourse improvements, flood attenuation structures, wetland conservation, erosion and sediment control, etc.

The Regional Flood Management Information System (RFMIS) of Tshwane consists of a Regional Hydrological Model (*RHM*), a River Referencing System (*RRS*) and a Stormwater Management Information System (*SMIS*)

The existing *RHM* comprises the definition and delineation of all catchment areas and watercourses within Tshwane, and the determination of flood discharges in all these watercourses by means of a hydrological computer model. Indicative (preliminary) flood line envelopes have been developed for all watercourses using the 1-in-100-year flood peak, to determine the possible extent of floodplain widths,

The existing *RRS* links all watercourse centre lines to a universal referencing system required by the *RHM*. Flood lines, scanned images of original plans, reports/studies and photo images are also linked to the centre lines (and *RRS*) for viewing in ArcGIS.

The existing *SMIS* provides access to all databases and enable updating and querying of data within ArcGIS. It provides easy access to all parameters within the hydrological model, and can compare, query, view and print all peak flows, spatial data, numeric data and reports.

Information obtained from the RFMIS is however only valid and useful if the system and the hydrological and other models are up to date and reflect the state of land development. The system must therefore continuously be calibrated, updated, maintained, refined and extended to reflect the latest available information and data.

This tender is to assist the CoT with aspects of watercourse and flood management.

C3.3 CURRENT EXTENT OF WATERCOURSE AND FLOOD MANAGEMENT IN TSHWANE

A flood line indicates possible water levels in the event of a flood within a particular recurrence period. If 50 years, for example, is taken as the long-term recurrence period, the line formed by the anticipated flood levels is thus known as the 1-in-50-year flood line. This does not mean that floodwater reaches this level only once in every 50 years. It means that there is a 1-in-50 (2%) chance of a flood reaching that level in any one year. All natural watercourses (topographical land depressions) convey stormwater runoff after rain and therefore have flood lines.

Flood management plans (FMPs), and specifically flood line determination (Part 1 FMP) which will constitute the bulk of the appointment, are required by legislation and are extensively used -

- to control urban development,
- to determine potential flood hazards along all flood-prone areas and identify communities at risk,
- to ensure that all affected persons have access to information on potential flood hazards,
- to protect people and property against flooding,
- to approve building plans near watercourses,
- to evaluate applications for changes in land use, and
- to compile disaster management plans ensuring a pro-active approach during flooding incidents and to limit trauma among flood victims.

The CoT has the following nine natural drainage basins:

- Apies River basin
- Hennops River basin
- Pienaars River basin
- Sand Spruit basin
- Soutpan Spruit basin
- Stinkwater Spruit basin
- Swart Spruit basin
- Elands River basin
- Wilge River basin

These basins constitute approximately 4 600km of watercourses that need to be managed effectively. Approximately 18% (830km) of these watercourses have 1-in-50-year flood lines determined and approximately 12,4% (570km) have 1-in-100-year flood lines. Furthermore, given that more than 31% (260km) of 1-in-50-year flood lines are older than 20 years and thus require updating, the need for flood lines in Tshwane is immense.

Hydrological information obtained from regional catchment hydrology for major drainage systems is essential in integrated development planning and must be obtained on a holistic basis to avoid the duplication of costs during ad hoc studies. It is a further requirement for -

- reliable flood line determination,
- to verify and calibrate minor stormwater drainage system models used for local stormwater master plans, and
- to assist in the integrated planning of roads and other infrastructure, townships and urban development.

Although a Regional Flood Management Information System (RFMIS) has been compiled for Tshwane, the system requires continuous calibration, updating, maintenance, refinements and extensions to reflect the latest available information and data. This will entail upgrading of the existing regional

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hydrological model (RHM), river referencing system (RRS) and stormwater management information system (SMIS).

Proper watercourse and flood management are essential to manage watercourses holistically and to protect people and property against flooding and are fundamental in enabling the CoT to render a professional service to the people of Tshwane in its quest for accountable service delivery.

C3.4 DURATION AND COST OF THE APPOINTMENT

The appointment will be for a period of three (3) years, as and when required.

All work mentioned above and in *Paragraph C3.5: Description of services* below will not be completed within the three-year appointment period unless substantial external funding is obtained.

The quantities set out in in *Part C2: Pricing Data, paragraph C2.4*, are approximate quantities and will only be used for tender evaluation purposes. These quantities do not reflect any work to be done. The amount of work to be done is “as and when required” i.e., unknown. The quantities given are therefore neither warranted nor guaranteed.

C3.5 DESCRIPTION OF SERVICES

The Service Provider will be required to perform the following services in accordance with the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, Act No.46 of 2000):

C3.5.1 NORMAL SERVICES

The following services to be provided by the consulting engineer will be regarded as Normal Services in terms of this appointment and will comprise the following:

(a) Flood Management Plans (FMPs) and related work

- Compile Flood Management Plan (FMP) studies:
 - Part 1 FMP: Flood line determination.
 - Part 2 FMP: Problem identification and costing of remedial measures.
 - Part 3 FMP: Prioritisation of remedial measures.
 - Part 4 FMP: Flood hazard assessments.
- Part 1 to 4 FMP studies above, shall include all required desktop and site surveys as specified in the document *Specifications & Guidelines: Flood lines and Flood management Plans*, (latest version) and *Specifications & Guidelines: Survey required for the determination of flood lines*, (latest version) as issued by the CoT Transportation Planning Division.
- Prepare feasibility studies and/or conceptual designs to eradicate identified problems.
- Compile business plans to implement proposed solutions to problems.
- Update the existing FMP database and geo-database, and compile reports reflecting the existing standing of all FMP studies, existing flood lines and all outstanding flood lines in the City of Tshwane.

(b) Environmental Authorisation, Water User Licence Application (WULA) and other authorisations

- Obtain authorisations for project proposals from the relevant Provincial, National or other Authorities, including Environmental Authorisations and Water Use License applications.

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(c) Dam Safety Legislation

- Perform dam safety inspections and assist the City in fulfilling all obligations in terms of prevailing dam safety legislation.

(d) Regional Flood Management Information System (RFMIS) and related work

- Perform hydrological modelling of major catchments to obtain runoff hydrographs for the Regional Hydrological Model (RHM).
- Extend and update the existing River Referencing System (RRS) and Stormwater Management Information System (SMIS).
- Develop regional drainage master plans for the municipal area that includes the development of indicative flood lines.
- Update, maintain, calibrate, refine and extend the existing Regional Flood Management Information System (RFMIS).
- Develop and maintain applications linked to the hydrological model and data bases.
- Add FMP, TDDb and RFMIS output data, and other stormwater/flood related data, to the corporate GIS, intranet, internet and geo-databases. Ensure that all data can be integrated, accessed, updated and queried within the GIS environment of the CoT by using an integrated systems approach.

(e) Watercourse and Flood management related work

- Investigate and plan flood attenuation, detention and retention measures in watercourses.
- Investigate existing wetlands, plan wetland rehabilitation and constructed wetlands.
- Investigate pollution in watercourses and plan proposed pollution control measures.
- Investigate erosion problems in watercourses and propose erosion control measures.
- Update, refine, maintain and extend the existing Tshwane Dam Data base (TDDb),
- Investigate the impact of climate change on catchment hydrology, flooding risks and drainage systems.
- Investigate and introduce Water Sensitive Design (WSD) and Sustainable Drainage Systems (SuDS) principles to all feasibility studies, conceptual design or other studies related to watercourse and flood management.

(f) Flood risk reduction management

- Investigate flood management related problems and formulate proposed solutions, including the identification of problem areas and areas where communities, property and infrastructure are exposed to flooding risks.
- Assist in compiling, updating and refining disaster management plans to ensure pro-active approach during disasters.

(g) Other work

- Assist in formulating policy and policy guidelines on flood management, and all aspects related thereto, including WSD and SuDS.
- Continuously integrate and coordinate FMPs, TDDb and the RFMIS with other management systems.

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- Liaise with other specialist consultants, authorities, municipal departments and interest groups, and coordinate and integrate all inputs.
- Assist in educating the public on all aspects of flood management, including WSD and SuDS principles and technologies.

(h) Project administration

- Compile and update a detailed programme of all work performed under the appointment.
- Compile monthly progress reports reflecting the progress and spending of all sub-projects under the appointment.
- Arrange monthly coordination meeting, technical and other meetings when required.
- Prepare agenda and keep minutes of all meetings.

C3.5.2 ADDITIONAL SERVICES

Although no additional services are anticipated at this stage, any additional service required will be dealt with in terms of the 'Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act.

C3.6 RENUMERATION

Final payments for all studies will only be made once the studies are completed and documents had been uploaded and integrated on the Corporate GIS and Geodatabase system of the City of Tshwane. Interim progress payments for each study of up to 80% of the value of work will be made upon delivery of invoices and the appropriate supporting documentation regarding work completed.

C3.6.1 NORMAL SERVICES

(a) FLOOD MANAGEMENT PLANS (Part 1 FMP)

Payment for Part 1 FMP will be in terms of the unit rates tendered. The tendered rates will be a unit rate per kilometre, and final payment for a completed Part 1 FMP study will thus be based on the length of watercourse for which flood lines have been determined. Provision has been made to tender different rates for urban and rural watercourses, as well as for the extent of each assignment in terms of the length of flood lines required.

The proposed unit rates for Part 1 FMP must be provided in tabular form, and in the format as shown in **Part C2: Pricing Data, Section C2.2.1, Paragraph A, Table A1 and Table A2** respectively. Refer to Section 11 of the document *Specifications & Guidelines: Flood lines and Flood Management Plans, (latest version)* for the determination, presentation and variations of unit rates.

(b) FLOOD MANAGEMENT PLANS (Part 2 to 4 FMPs)

Payment for Part 2, 3 and 4 FMPs will be time-based.

(c) REGIONAL FLOOD MANAGEMENT AND INFORMATION SYSTEM (RFMIS)

Payment for the upgrading, maintenance and extension of the existing Regional Flood Management and Information System (RFMIS) will be time-based.

(d) MONTHLY PROJECT ADMINISTRATION

Payment for the monthly project administration will be in terms of the monthly unit rate tendered in **Part C2: Pricing Data, Section C2.2.1, Paragraph A, Table A3**.

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This monthly lump sum must include full compensation for the arrangement and attendance of the monthly coordination meeting, preparing of minutes and the compilation and updating of a monthly detail programme and progress report reflecting the progress and spending of all sub-projects.

(e) ALL OTHER WORK

Payment for all other work in terms of the appointment will be time-based.

(f) GENERAL

The watercourse lengths as well as the Time-based fees in Section C2.4, are estimated values and will only be used for tender evaluation purposes. These quantities do not reflect any work to be done. The amount of work to be done is “as and when required” i.e., unknown. The quantities given are therefore neither warranted nor guaranteed.

C3.6.2 TIME BASED FEES, EXPENSES AND COSTS

Time based fees, expenses and costs will be dealt with in terms of Item 4.2 of the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act (46 of 2000), Board notice 243 of 2013. The maximum hourly rates will be as determined by the Department of Public Service and Administration (DPSA) annually and can be obtained from DPSA.

Where a discount is offered on time-based fees calculated according to the prevailing tariffs of the Engineering Council of South Africa, it must be clearly indicated in **Part C2: Pricing Data, Section C2.2.1, Paragraph C**. Such discounts may be offered on condition that the quality of services is not compromised.

C3.6.3 ESCALATION OF RATES

All unit rates will be escalated one year after the appointment date and annually thereafter, based on the increase in time-based fee rates as determined by the Department of Public Service and Administration (DPSA) annually. The unit rates will be escalated with the average percentage increase recommended for all salary bands.

Time-based fees will not be escalated but the latest rates published annually by ECSA, or DPSA where applicable, will apply. Refer to Section C3.6.2: Time Based Fees, Expenses and Costs.

C3.7 PERSONNEL AND COMPANY CAPABILITY STATEMENT

The appointment requires specialist engineering expertise, and the tenderer must clearly indicate in his proposal that the firm and personnel can perform the work (Refer to Form **RD.E.1** to **RD.E.11** in this regard). Specialist aspects, inter alia, include:

- Hydrological modelling
- Hydrological and hydraulic design
- Design of stormwater structures
- Flood line determination
- Flood remedial measures and watercourse improvements
- Disaster management related to flooding
- Wetland conservation and rehabilitation
- Flood attenuation
- Pollution control and water quality related work
- Erosion control

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- Dam Safety
- Water Sensitive Design (WSD) and Sustainable Drainage Systems (SuDS)
- Climate change related work
- Environmental design and management
- Other related flood management matters
- Relevant IT, GIS and computer knowledge and experience

Curriculum Vitae's (CVs) indicating relevant qualifications and experience of the personnel who will be involved with the project must also be provided with the proposal, with specific reference to the above.

The following information is also required and must be provided with the proposal:

- The names and professional registration numbers of all engineers/engineering technologists who will take professional liability for the work.
- The names and professional registration numbers of all engineers/engineering technologists approved by DWS (National Department of Water and Sanitation) as a competent person (Dam Engineers) in terms of prevailing Dam Safety Legislation.

C3.8 SUPPLIER PERFORMANCE EVALUATION PROCEDURE

- C3.8.1 The Employer's Agent responsible for a particular Task Order is required, within 10 (ten) working days of the submission of the final Supplier's invoice for services associated with the Task Order, to evaluate the Supplier's performance in completing a Task by completing the evaluation form in Annexure A and summarized to Annexure B.
- C3.8.2 The Employer's Agent in reviewing the Supplier's performance shall consider whether satisfactory progress was affected by matters outside or within the Supplier's control. The assessment shall be made, after considering matters beyond the Supplier's control.
- C3.8.3 The Supplier shall be given a copy of each performance report and be given 10 (ten) working days to respond to its content, if necessary. The Employer's Agent shall address any issues raised by the Supplier and respond in writing within 10 (ten) working days of receipt of such response.
- C3.8.4 The Supplier may thereafter appeal the scoring of the Employer's Agent to the Executive Director of the Division WHO shall delegate and independent official to review the score and correspondence and, if necessary, communicate with the Supplier and Employer's Agent, individually or separately. The score allocated by such an official shall be final and no further representations shall be entertained.
- C3.8.5 The Employer may change the evaluation form in which case the Supplier will be furnished with a copy of the revised form before or at the time that a Task Order is issued.

C3.9 COOPERATION WITH OTHER CONSULTANTS

The appointed consultant shall cooperate in all aspects as directed by the Employer with the consulting firm appointed for stormwater and catchment management in Tshwane.

C3.10 FACILITIES AND EQUIPMENT TO BE PROVIDED BY THE EMPLOYER

The Employer will not supply any facilities, office space, equipment, software, vehicles, telecommunication systems etc.

C3.11 REFERENCE DATA

To ensure that a uniform standard and approach are followed by consultants when performing Flood Management Plans (Part 1 to 4 FMPs) for the CoT, all relevant work will be performed in terms of the document *Specifications & Guidelines: Flood lines and Flood Management Plans, (latest version)* issued by the CoT Transportation Planning Division. In terms of this document an FMP is divided into four individual parts as follows:

- Part 1 FMP: Flood line determination and problem identification.
- Part 2 FMP: Problem investigation, remedial measures and preliminary costing.
- Part 3 FMP: Flood hazard assessment.
- Part 4 FMP: Feasibility studies and business plans.

C3.12 PLANNING AND PROGRAMMING

Programs submitted by the consultants for projects should reflect the following:

- Starting dates, milestone dates, estimated duration and planned completion dates.
- Order and timing of services which the service provider plans to do
- Provisions for
 - Float
 - Time risk allowances

The Consultant shall also update the detail programme monthly and prepare a progress report reflecting the progress and spending of all sub-projects.

C3.13 SOFTWARE APPLICATIONS

The appointment requires that all data be integrated, accessed, updated and queried within the GIS environment of the CoT. The services of qualified GIS technicians/operators therefore form part of the services required as part of this appointment. GIS related work shall be in full compliance of CoT Corporate GIS requirements.

The successful tenderer must be in possession of the following specific computer software (also refer to the document *Specifications & Guidelines: Flood lines and Flood Management Plans, (latest version)* as issued by the CoT Transportation Planning Division):

C3.13.1 The latest ESRI based ArcMap software corporately used by the CoT (currently ArcMap 10.X):

The software is required to access and use existing CoT data, to export all required deliverables as *.shp files with its relevant attribute data, to create new or add to existing geodatabases, and to add these *.shp files and geodatabases with attribute data directly to the ArcGIS Server, enabling viewing via the CoT Intranet and ArcView software.

C3.13.2 Software for hydrological modelling:

- The software model must be able to analyse existing dual drainage networks comprising of pipes/canals and roads forming the overflow system.
- The model must be able to analyse inlet structures where relevant.
- The model must be able to handle in and off-stream storage facilities.

C3.13.3 XP SWMM Version 2010 or later version with a minimum of 2000 nodes capacity:

- The software is needed for hydrological modelling and to obtain uniform and compatible flood peak results as well as make provision for possible future stormwater quality modelling.

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C3.13.4 Software for flood line determination:

- HEC-RAS Version 6.0 or any further updated version shall be used. A copy of the software is freely available from the following website: www.hec.USACE.mil
- Software shall be capable to model flood lines as a 1-D Analysis and a 2-D Analysis.

C3.13.5 All software

Software shall be compliant with Microsoft Windows 10 and later operating systems and shall be fully compatible with Microsoft Office 2010 and later versions. All software licenses must be valid and presented at the start of the contract.

C3.14 **FORMAT OF COMMUNICATIONS**

Consultants will be required to submit all documents in both hard copy and electronic format. The accepted FMP Part 1 to 4 studies must additionally be provided in the appropriate (GIS) geodatabase format and uploaded onto the corporate GIS platform as directed.

C3.15 **MANAGEMENT MEETINGS**

The Consultant shall arrange monthly coordination meetings with representatives from the CoT to discuss the progress of the sub-projects and kept minutes of the meetings.

C3.16 **USE OF DOCUMENTS BY THE EMPLOYER**

The copyright in any document produced, and the patent rights or ownership in any plant, machinery, thing, system or process designed or devised by a Service Provider in the course of the service, is vested in the City of Tshwane Metropolitan Municipality.

C3.17 **COUNCIL PROCEDURES AND DIRECTIVES**

All work performed as part of this tender shall be carried out in accordance with the policies, standards, financial by-laws, procedures and directives of the Municipality, the Department and the Division

ANNEXURES

PART C3: SCOPE OF WORK

ANNEXURE A: CONSULTANT PERFORMANCE REPORT

Task Order Particulars

Division/Department:	Task Order Reference:	Contract Reference:	Date:

Consultant Particulars

Name:	Person overseeing task order:	Telephone/Mobile:	E-Mail:

Employer's Agent Particulars

Name:	Telephone/Mobile:	E-Mail:

PERFORMANCE AREA				EVALUATION TO ARRIVE AT A RATING			
Description	Weight (1)	Rating (2)	Score (1) x (2)	Poor (-1)	Adequate (0)	Good (1)	Excellent (2)
Time management based on task order programme <i>Note: The requirements for, acceptance of and revisions to programmes are fully described in Clause 31 and 32 of the NEC3 Professional Services Contract</i> <i>A Key Date is the date by which work is to meet a condition. Key Dates are included in the Task Order issued to a Consultant</i>	0.1			<input type="checkbox"/> less than 60% of programme milestones/ Key Dates are met	<input type="checkbox"/> at least 60% of programme milestones/ Key Dates are met	<input type="checkbox"/> most programmed milestones/ Key Dates met	<input type="checkbox"/> all programmed milestones/ Key Dates met
	0.1			<input type="checkbox"/> programme repeatedly not adhered to	<input type="checkbox"/> few deliverables submitted later than 4 weeks after programmed dates	<input type="checkbox"/> most deliverables submitted not more than one week after programmed dates	<input type="checkbox"/> timely submission of all deliverables

PART C3: SCOPE OF WORK

PERFORMANCE AREA				EVALUATION TO ARRIVE AT A RATING			
Description	Weight (1)	Rating (2)	Score (1) x (2)	Poor (-1)	Adequate (0)	Good (1)	Excellent (2)
Standard of service <i>Note: A defect is defined in the NEC3 Professional Services Contract as part of a services which is not in accordance with the Scope or the applicable law.</i>	0.1			<input type="checkbox"/> significant defects encountered	<input type="checkbox"/> some defects encountered	<input type="checkbox"/> very minor defects encountered	<input type="checkbox"/> no defects encountered or rework
Deployment of staff	0.3			<input type="checkbox"/> staff had gaps in competence and experience	<input type="checkbox"/> balanced staff complement with suitable experience	<input type="checkbox"/> competent and experienced staff that improved outputs of Task	<input type="checkbox"/> competent and experienced staff that added significant value to the outputs of Task
Project budget control	0.2			<input type="checkbox"/> unrealistic control budget put in place	<input type="checkbox"/> realistic control budget put in place	<input type="checkbox"/> realistic control budget put in place and regularly updated	<input type="checkbox"/> accurate control budget put in place and regularly updated
Co-operative relationships	0.1			<input type="checkbox"/> struggled to communicate	<input type="checkbox"/> communicated issues coherently and within reasonable time frames	<input type="checkbox"/> communicated issues promptly and concisely	<input type="checkbox"/> communicated issues promptly and concisely, focusing on the critical issues
	0.1			<input type="checkbox"/> struggled to resolve issues	<input type="checkbox"/> resolved issues with some difficulty	<input type="checkbox"/> resolved issues with little difficulty	<input type="checkbox"/> proactive in resolving issues through open and effective communication
Total Score							

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Professional engineering services to assist with watercourse and flood management in Tshwane

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PERFORMANCE RATING: *(Check or tick appropriate box)*

<input type="checkbox"/>	POOR	Score < -0.5	<input type="checkbox"/>	ADEQUATE	-0.5 > Score ≤ 0.5
<input type="checkbox"/>	GOOD	0.5 > Score ≤ 1.5	<input type="checkbox"/>	EXCELLENT	Score > 1.5

Signature of Employer' Agent

PART C3: SCOPE OF WORK

ANNEXURE B: SUMMARIZED CONSULTANT PERFORMANCE

Task Order Particulars

Division/Department:	Task Order Reference:	Contract Reference:	Date:

Consultant Particulars

Name:	Person overseeing task order:	Telephone/Mobile:	E-Mail:

	Month	Score		Month	Score
Average score (to be used in conjunction with Selection Procedure)					